

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into as of December 8, 2023, by and between Plaintiff David Weiner (“Plaintiff”), both individually and on behalf of the Settlement Class defined below, and Defendants Ocwen Financial Corporation and Ocwen Loan Servicing, LLC (collectively “Defendants”) (Plaintiff and Defendants shall be referred to as the “Settling Parties” or “Parties”).

RECITALS

WHEREAS, Plaintiff filed his Class Action Complaint on November 5, 2014 (the “Action”). On November 28, 2014, Defendants filed a Motion to Dismiss, which was subsequently denied by the Court on July 29, 2015.

WHEREAS, on September 29, 2017, the Court certified a nationwide class, and a California sub-class of borrowers. On October 13, 2017, pursuant to Rule 23(f), Defendants petitioned the Ninth Circuit for Permission to Appeal the Court’s class certification ruling. On January 26, 2018, Defendants’ petition was denied.

WHEREAS, on June 28, 2019, Defendants filed a Motion for Partial Summary Judgment, which the Court granted in part and denied in part on May 5, 2020.

WHEREAS, on August 27, 2020, the Court set the case for trial to be commenced on August 31, 2021. On April 12, 2021, this case was reassigned to the Honorable Troy L. Nunley, and trial was reset for March 7, 2022.

WHEREAS, on September 20, 2021, Defendants moved to decertify the class, arguing that that the Supreme Court’s recent decision in *TransUnion LLC v. Ramirez* mandated decertification. The Court agreed and decertified the class on August 3, 2022.

WHEREAS, on August 17, 2022, Plaintiff filed a motion for reconsideration of the Court’s decertification order. On February 28, 2023, this Court agreed and vacated its earlier decertification order. The Court set the case for trial to commence on

November 27, 2023.

WHEREAS, on November 4, 2021, Plaintiff filed a motion to compel testimony of Defendants' corporate witnesses. On October 5, 2023, the Court denied in part and granted in part Plaintiff's motion.

WHEREAS, the Settling Parties have engaged in extensive settlement negotiations, and engaged the assistance of mediators Hon. Dickran M. Tevrizian (Ret.) of JAMS ADR and, thereafter Robert Fairbank, Esq. of Fairbank ADR, including participating in two full-day mediation sessions.

WHEREAS, Plaintiff, individually and on behalf of the Settlement Class, desire to settle the Action upon the terms and conditions of this Agreement (the "Settlement"). The Settling Parties have concluded, after due investigation and after carefully considering the relevant circumstances, including, without limitation, the claims asserted in Action, the legal and factual defenses thereto and the applicable law, that it is in the best interest of the Settling Parties to enter into this Agreement to avoid the uncertainties of litigation and to assure that the benefits set forth below are obtained for Plaintiff and the Settlement Class. Further, Class Counsel considers the Settlement set forth in this Agreement to be fair, reasonable, and adequate and in the best interests of Plaintiff and the Settlement Class.

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged herein, the Settling Parties agree, subject to the approval by the Court, as follows:

I. SETTLEMENT PROCEDURES

A. Reasonable Best Efforts to Effectuate This Settlement. The Settling Parties: (a) acknowledge that it is their intent to consummate this Agreement, and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and

conditions of this Agreement. The Parties, Class Counsel, and Defendants' Counsel agree to cooperate with one another reasonably and in good faith in (a) seeking Court approval of the Preliminary Approval Order, the Agreement, and the Final Order and Judgment and, in the event of any appeal(s), to use their reasonable best efforts to effect prompt consummation of this Agreement and the proposed Settlement; (b) promptly agreeing upon and executing all such other documents as may be reasonably required to obtain final approval of the Agreement; and (c) resolving any disputes that may arise in the implementation of the terms of this Agreement.

B. Certification of Class and Appointment of Class Counsel. The Settling Parties agree to class certification, pursuant to Fed. R. Civ. P. Rules 23(a) and 23(b)(3), of a settlement class defined as follows:

The “Nationwide Settlement Class”: All residents of the United States of America who have or had a loan serviced by Ocwen Financial Corporation or Ocwen Loan Servicing LLC (together, “Ocwen”) and who paid for one or more Broker Price Opinions (“BPOs”) or Hybrid Valuations (“Hybrids”) charged by Ocwen through Altisource, from November 5, 2010 through September 29, 2017, the date of the class certification order in this action.

The “California Settlement Sub-Class”: All residents of the State of California who have a loan serviced by Ocwen and to whom charges for one or more BPOs or Hybrids were assessed to their mortgage account by Ocwen through Altisource, from November 5, 2010 through September 29, 2017.

(collectively the “Settlement Class”). Additionally, the Settling Parties agree to the Court's appointment of Baron & Budd, P.C. as class counsel for the Settlement Class (“Class Counsel”).

C. Preliminary Approval. After good-faith consultation with Counsel for Defendants, and within twenty (20) days after the execution of this Agreement, Class Counsel shall move the Court for entry of an order granting preliminary approval of this Agreement substantially in the form of Exhibit A hereto (the “Preliminary Approval Order”), which order shall (a) preliminarily approve the settlement

memorialized in this Agreement as fair, reasonable, and adequate; (b) approve the proposed class notice in the form attached hereto as Exhibit B (the “Class Notice”), authorize its dissemination to the Class, and determine that such Class Notice complies with all legal requirements, including, but not limited to, the Due Process Clause of the United States Constitution; (c) set a date for a final approval hearing (the “Final Approval Hearing”); (d) set deadlines consistent with this Agreement for execution of Class Notice, the submissions of objections and opt-outs, and the filing of papers in connection with the Final Approval Hearing; (e) require Settlement Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion by the deadline set pursuant to (d), as directed in the Settlement Agreement and Class Notice, and advise that a failure to do so shall prevent those Settlement Class Members from doing so and shall bind those Settlement Class Members who remain in the Settlement Class; (f) appoint and approve the Settlement Administrator (as defined below); (g) authorize the Settling Parties to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement; and (h) issue related orders to effectuate the preliminary approval of the Settlement Agreement. The Settling Parties shall, in good faith, take reasonable steps to secure expeditious entry by the Court of the Preliminary Approval Order.

D. Class Notice. As part of the motion for preliminary approval, Class Counsel shall submit to the Court for approval a proposed form of, method for, and schedule for dissemination of notice to the Class (the “Notice Plan”) to be administered by JND Legal Administration (the “Settlement Administrator”).

The Settlement Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Settlement Administrator shall be responsible for Mail Notice, Email Notice, Website Notice, the Settlement Website, Internet Advertising, administration of Settlement Relief, and providing all other related support, reporting, and administration as further

stated in this Agreement.

Ocwen will coordinate with the Settlement Administrator to provide Mail Notice and Email Notice to the Settlement Class, as provided in this Settlement Agreement, with Class Counsel's participation and oversight. Because the information about Settlement Class Members that will be provided to the Settlement Administrator will consist of confidential information, non-public personal information, and other information protected by privacy laws, any such information shall be deemed "Confidential-Attorneys' Eyes Only" under ¶ 3 of the protective order entered in this Action [ECF 158], and shall be used only for the purpose of administering this Settlement.

The Notice Plan shall, at a minimum, include direct notice by mail and email, where available, and by publication notice which shall continue periodically for one year from the date of final approval. In addition, a Settlement Website and call center will be established and maintained by the Settlement Administrator during the pendency of the 18-month claims period. The Notice Plan shall ask the Court to find that the proposed form of and method for dissemination of notice to the Settlement Class constitutes valid, due, and sufficient notice to the Class; constitutes the best notice practicable under the circumstances; and complies fully with the requirements of Fed. R. Civ. P. 23 and constitutional due process. The proposed form of notice to the class pursuant to the Notice Plan ("Class Notice") is attached hereto as Exhibit B. The Class Notice shall be in a form substantially similar to Exhibit B to this Agreement (provided that the font size, folding, and other printing elements or presentation may be adjusted to accommodate a booklet format and for efficient envelope and postage considerations). Defendants shall pay all notice and settlement administration costs up to \$600,000, including serving the notices required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

Any Settlement Class Member who does not properly submit a completed Claim Form on or before the Claim Deadline shall be deemed to have waived any

claim to Settlement Relief and any such Claim Settlement Form will be rejected.

The Parties agree to promptly provide each other with copies of objections, opt-out requests, or other similar documents received from Settlement Class Members in response to the Class Notice.

F. Class Member Identification. Within ten (10) business days of entry of the Preliminary Approval Order, the Parties shall jointly provide to the Settlement Administrator all available records, data and information necessary to identify and locate Settlement Class Members. After delivery of such records, data and information, the Settlement Administrator shall obtain updates, if any, to the addresses contained therein using (a) information reasonably available from a Lexis-Nexis persons search performed as to each Class Member; (b) information reasonably available from the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“Postal Service”); and (c) such additional efforts as the Settlement Administrator reasonably believes are appropriate to identify updated addresses, if any, for each Class Member and/or as the Court may direct.

G. Dissemination of Class Notice. As soon as practicable after receiving the information in paragraph I.F. above, the Settlement Administrator shall begin the process of mailing, and where available also emailing, the Class Notice to each Settlement Class Member and shall complete that process as soon as practicable. The Settlement Administrator shall format the Class Notice and otherwise administer the notice process in a reasonable manner so as to reach as many Settlement Class Members as reasonably possible.

Within thirty (30) business days after entry of the Preliminary Approval Order, the Settlement Administrator shall also cause any other notices, including publication notice, to be disseminated and published according to the Class Notice plan. In addition, prior to the date of the mailing of the Class Notice, the Settlement Administrator shall cause the Class Notice and this Agreement to be made available on the dedicated settlement website.

If any Class Notice sent is returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the Class Notice immediately to the forwarding address, if any, provided by the Postal Service on the face of the returned mail.

H. Claim Review Process. As soon as practicable, the Settlement Administrator shall confirm that each Claim Form submitted is in the form required, that each Claim Form was submitted in a timely fashion, and that the person submitting the Claim is a member of the Settlement Class.

Within thirty (30) Days after the Claims Deadline, the Settlement Administrator shall provide Class Counsel and Ocwen with a list of all Settlement Class Members who filed a Claim, whether the Claim was rejected or accepted, and if rejected, the reason it was rejected. The Parties will use their best efforts to amicably resolve any dispute about the processing of any Claim.

The Settlement Administrator shall have sixty (60) Days after the Final Settlement Date within which to process the Claims and remit the appropriate Settlement Relief amounts by check to Claimants from the Settlement Fund.

Class Counsel and Ocwen shall have the right to communicate directly with the Settlement Administrator regarding the administration of this Settlement, provided that each notifies the other contemporaneously of all such interactions.

I. Final Approval. Not fewer than twenty-eight (28) days prior to the date set by the Court to consider whether this Settlement should be finally approved, Class Counsel shall submit a motion for final approval (“Final Approval Motion”) of this Agreement by the Court. Class Counsel shall seek entry of the final approval order (“Final Approval Order”) and Final Judgment, which shall be approved as to form and content by Defendants prior to submission by Class Counsel. The Final Approval Order shall (a) find that the Court has personal jurisdiction over all Settlement Class Members, subject-matter jurisdiction over the claims asserted in this action, and that venue is proper; (b) finally approve the Settlement as fair, reasonable, and adequate; (c) give the terms of this Agreement final and complete effect; (d) permanently bar

Plaintiff and all Settlement Class Members who have not opted out of the Settlement from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction for the Released Claims; (e) find that, by operation of the entry of the Judgment, Plaintiff and all Settlement Class Members who have not opted out of the Settlement shall be deemed to have forever released, relinquished, and discharged the Released Persons from any and all Released Claim; (f) authorize the Settling Parties to implement the terms of the Settlement Agreement, including entry of an injunction as described herein; (g) retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Final Approval Order, and the Judgment, and for any other necessary purpose; (h) find that all other requirements necessary to effectuate this Settlement have been met and satisfied; and (i) otherwise enter final judgment in the Action, including any related orders necessary to effectuate the Final Approval of the Settlement Agreement and its implementation. The Settling Parties agree to support entry of the Final Approval Order and the Judgment. The Settling Parties will reasonably cooperate with one another in seeking entry of the Final Approval Order and of the Judgment. The Settlement Administrator shall publish the Final Approval Order and Final Judgment on the settlement website.

Class Counsel, by separate order(s), also will request that the Court approve an application for Plaintiff's class representative service awards and Class Counsel's attorneys' fees and reimbursement of expenses, as described below.

Class Counsel and counsel for the Defendants agree to exchange drafts of any motions, memoranda or other materials to be filed with the Court in connection with this Settlement at least two (2) days prior to the date any such motion, memoranda or other materials are to be filed with the Court. Upon entry of the Final Approval Order and the Judgment: (i) the Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out) in accordance with the terms and provisions hereof; (ii) the

Released Persons shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s) except as set forth in this Agreement; and (iii) Settlement Class Members who have not opted out shall be permanently barred from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on any of the Released Claims.

II. SETTLEMENT COMPENSATION

In full, complete, and final settlement of the Settlement Class's released claims, Defendants agree to pay compensation to the Settlement Class as follows:

A. Settlement Benefits.

Defendants shall reimburse Settlement Class Members \$60 for each BPO fee and \$70 for each Hybrid fee that Settlement Class Members paid during the class period. Reimbursement shall be made pursuant to the claim form attached hereto as Exhibit C which shall be mailed and emailed, where email is available, to Settlement Class Members and which shall also be made available on the settlement website. Claim forms may be submitted to the Settlement Administrator by mail or electronically, including on the settlement website and by email. The claims process shall remain open for a period of 18 months from entry of the Preliminary Approval Order.

Each Class Member who makes a valid claim shall be mailed a settlement check. All settlement checks shall be mailed to the address provided for the Class Member or, if applicable, to any updated address provided to and/or obtained by the Settlement Administrator and/or Class Counsel prior to the final approval date.

All settlement checks issued shall be void if not deposited within 180 calendar days of their date of issue and shall state on the face of the check that the check will expire and become null and void unless cashed within one hundred and eighty (180) days after the date of issuance. The Settlement Administrator shall mail a reminder postcard to each Class Member who has not negotiated a settlement check after 60

calendar days from the mailing of the settlement check.

The Settlement Administrator shall provide periodic reports to Class Counsel and counsel for Defendants reflecting the status of all payments to the Class Members.

Notwithstanding any other provision in this Agreement, the Parties agree that, if any person(s) not on the Class Member list (a) identifies himself, herself or themselves to Class Counsel or counsel for the Defendants as a Class Member or potential Class Member prior to the Final Approval hearing date and (b) the Parties agree that he, she or they are or shall be treated as a Class Member, then the person(s) shall be treated as a Class Member under this Agreement and be bound by its terms, including without limitation the Release provisions.

Neither the Settling Parties nor their counsel shall have any responsibility for, or liability whatsoever with respect to, the distribution of payments by the Settlement Administrator to Class Members; the Settlement Administrator's determination, administration, or calculation of the payments to Class Members; or any losses incurred in connection with any such matters. In addition to the releases set forth herein, the Settlement Class Releasers hereby fully, finally, and forever release, relinquish, and discharge the Settling Parties and their counsel from any and all such liability.

B. Other Settlement Relief

Defendants shall reverse and/or credit California Settlement Sub-Class Members who continue to have loans serviced by Ocwen \$60 for each BPO and \$70 for each Hybrid fee marked as "FB36" during the class period but not marked "paid" in Defendants' loan database at any point, provided those California Settlement Sub-Class Members submit a valid and timely claim form. The reversals and/or credits shall be made pursuant to the claim form attached hereto as Exhibit C which shall be mailed and emailed, where email is available, to Settlement Class Members and which shall be made available on the settlement website. Claim forms may be submitted to the Settlement Administrator by mail or electronically, including through the

settlement website and by email. The claims process shall remain open for a period of 18 months from entry of the Preliminary Approval Order.

Within 30 days after the entry of the Final Approval Order, Defendants shall modify disclosures to borrowers in valuation-related correspondence and reports, and in any applicable fee schedules, to identify, as applicable, the “reconciliation” service added by vendors to BPO and Hybrid products. Counsel for Defendants shall provide Class Counsel with exemplars of the modified disclosures for their review and approval.

III. RELEASES

Subject to the Court’s entry of the Final Approval Order and Final Judgment, the Settling Parties provide the following releases:

A. Release. Upon entry of the Final Approval Order, Plaintiff and each and every Class Member, on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, successors, agents, administrators, servants, employees, representatives, executors, trustees, joint venturers, partners, predecessors, and attorneys (the “Settlement Class Releasers”) shall be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged Defendants, and each of their future, present and former direct and indirect parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the future, present and former directors, officers, employees, managers, servants, principals, agents, insurers, reinsurers, shareholders, investors, attorneys, advisors, consultants, representatives, partners, joint venturers, divisions, predecessors, successors, assigns, and agents thereof (“Settlement Class Releasees”) from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or

unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of Final Approval, which are included in or relate to the Action (“Settlement Class Released Claims”).

Without in any way limiting their scope, the Released Claims cover by example and without limitation, any and all claims for attorneys’ fees, costs, expert fees, or consultant fees, interest, or litigation fees, or any other fees, costs, and/or disbursements incurred by Class Counsel, Plaintiffs, or any Settlement Class Members in connection with or related in any manner to this Settlement, the administration of this Settlement, and/or the Released Claims, except to the extent otherwise specified in the Settlement Agreement.

Plaintiffs and the Settlement Class Members covenant and agree: (i) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on any of the Released Claims against any of the Released Persons; and (b) that the foregoing covenant and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Persons. However, this Agreement is not intended to and does not prohibit a Settlement Class Member from responding to inquiries from federal, state or local agencies and/or law enforcement, even if the inquiries relate to the Released Claims. Similarly, this Agreement is not intended to and does not prohibit a Settlement Class Member from bringing their concerns to federal, state or local agencies and/or law enforcement, even if those inquiries relate to the Released Claims.

The Defendants’ execution of this Agreement shall not be construed to release—and the Ocwen Defendants expressly do not intend to release—any claim they may have or make against any insurer, reinsurer, indemnitor, client, loan investor, prior loan servicers, consultant, or vendor for any judgment, payment, liability, cost or expense incurred in connection with this Agreement, including, without limitation, for attorneys’ fees and costs.

B. Waiver of California Civil Code § 1542 and Similar Laws. In addition, Plaintiff expressly acknowledges, and each Settlement Class Member will be deemed to acknowledge, that he is familiar with and, upon entry of the Final Approval Order, and Plaintiff and each Settlement Class Member waives and releases with respect to the Settlement Class Released Claims any and all provisions, rights, and benefits conferred (a) by Section 1542 of the Civil Code of the State of California, and any statute, rule and legal doctrine similar, comparable, or equivalent to it, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

And (b) by any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth in the Agreement.

Plaintiff recognizes, and each Settlement Class Member will be deemed to recognize, that, even if they may later discovery facts in addition to or different from those which they now know or believe to be true, they fully, finally, and forever settle and release any and all claims covered by these Releases upon entry of the Final Judgment. The Settling Parties acknowledge that the foregoing Releases were bargained for and are a material element of the Agreement.

This Agreement and the Releases herein do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement in accordance with the requirements in Section 11 of this Settlement Agreement.

IV. SERVICE AWARDS, ATTORNEYS' FEES, AND REIMBURSEMENT OF EXPENSES

A. Representative Plaintiff Service Award Application. At the time appointed by the Court, and no later than fourteen (14) days before the deadline for the filing of objections to this settlement set by the Court, Class Counsel and Plaintiff shall file a request for a representative plaintiff service award (the "Service Award Application"). Class Counsel and Plaintiff agree that the Service Award Application shall seek no more than \$12,500 and shall be paid by Defendants within ten (10) business days after entry of the Final Approval Order.

Plaintiff acknowledges and agrees that the Court may deny the Service Award Application or award an amount less than \$12,500 to Plaintiff. Plaintiff further agrees that his agreement to this Settlement is not conditioned upon the possibility of receiving a Service Award in any amount and represents and warrants that he supports this Settlement even in the absence of a Service Award.

B. Attorneys' Fees and Expense Applications. At the time appointed by the Court, and no later than fourteen (14) days before the deadline for the filing of objections to the Settlement set by the Court, Class Counsel shall file a motion for payment of: (a) reasonable attorneys' fees; plus (b) reimbursement of reasonable expenses incurred in connection with prosecuting the Action (the "Fee and Expense Application") which shall be paid by Defendants within thirty (30) days after entry of the Final Approval Order. This Agreement, including its terms, effect, and validity, shall not be impacted by the Court's order, if any, related to Class Counsel's request for attorneys' fees and expenses. Class Counsel, Plaintiff, and the Class each hereby agree not to challenge this Agreement or any portion of it on the basis that the attorneys' fees and expenses ultimately awarded were different than the requested amount(s).

**V. CONDITIONS OF SETTLEMENT AND EFFECT OF
DISAPPROVAL, CANCELLATION, OR TERMINATION**

A. Class Member Exclusions. Any Class Member who wishes to opt out of the Settlement Class (an “Opt-Out”) must serve a timely, signed request for exclusion upon the Settlement Administrator, Class Counsel, and counsel for the Defendants on or before the deadline set by the Court for serving Opt-Outs (the “Exclusion Deadline”). The request for exclusion must include all information specified in the Class Notice, including (a) name and address of the potential Settlement Class Member requesting exclusion; (b) loan number and address of the property bringing the Class Member within the scope of the Class; (c) personal signature by the potential Settlement Class Member requesting exclusion; and (d) statement that reasonably indicates a desire to be excluded from the Settlement. Opt-Outs may opt out of the Class only on an individual basis; so-called “mass” or “class” opt-outs shall not be allowed and shall be of no force or effect. Any potential member of the Settlement Class who properly opts out of the Settlement Class shall: (a) not be bound by any orders or judgments relating to the Settlement; (b) not be entitled to relief under, or be affected by, the Agreement; (c) not gain any rights by virtue of the Agreement; and (d) not be entitled to object to any aspect of the Settlement.

No later than five (5) days after the Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and counsel for Defendants a complete and final list of Opt-Outs. Class Counsel will file with the Court a complete list of Opt-Outs, including the name and address of the person(s) requesting exclusion (the “Opt-Out List”).

If 1,000 or more potential members of the Settlement Class properly and timely opt out of the Settlement, then the Settlement may be deemed null and void upon notice by Ocwen or Class Counsel without penalty or sanction.

The Court shall have jurisdiction to resolve any disputes regarding the validity

of Opt-Outs. Except for those potential members of the Settlement Class who timely and properly file a Request for Exclusion in accordance with Section V, all other potential members of the Settlement Class will be deemed to be Settlement Class Members for all purposes under the Agreement, and upon Final Approval, will be bound by its terms, regardless of whether they receive any monetary relief or any other relief.

B. Class Member Objections. Any Class Member who wishes to object to the Settlement must serve a timely, signed written objection (“Objection”) upon the Settlement Administrator, Class Counsel, and counsel for the Defendants, on or before the deadline set by the Court for filing Objections (the “Objection Deadline”). Each Objection must (a) set forth the Class Member’s full name, current address, and telephone number, (b) contain the loan number and address of the property bringing the Class Member within the scope of the Class; (c) state that the Class Member objects to the Settlement, in whole or in part; (d) state whether the objection applies only to the objector or to the entire Settlement Class; (e) state with specificity the grounds for the objection; (f) provide copies of any documents that the Class Member wishes to submit in support of his or her position; (g) state whether the Class Member intends to appear at the Final Approval hearing; and (h) state whether the Class Member will be represented by separate counsel.

Objections may be served and filed by counsel for a Class Member. Lawyers asserting objections on behalf of Class Members shall: (1) file a notice of appearance with the Court before the Objection Deadline; and (2) file a sworn declaration (a) attesting to his or her representation of each Class Member on whose behalf the objection is being filed, (b) stating whether the objection applies only to the objector(s) or to the entire Settlement Class; (c) stating with specificity the grounds for the objection; and (d) specifying the number of times during the prior five-year period they have objected to a class action settlement on their own behalf or on behalf of a class member. Any Class Member who does not submit a timely Objection in

complete accordance with this Agreement, the Class Notice, and any order of the Court shall not be treated as having filed a valid Objection to the Settlement, and shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means, unless the Court otherwise directs.

Any Class Member who wishes to appear at the Final Approval hearing, whether *pro se* or through counsel, must file a Notice of Appearance in the Action, take all other actions or make any additional filings as may be required in the Class Notice or as otherwise ordered by the Court, and serve the Notice of Appearance and Notice of Intention to Appear upon Class Counsel and counsel for the Defendants within the time set by the Court (or by the Objection Deadline, if the Court does not set another date). The Notice of Intention to Appear must include the Settlement Class Member's full name, address, and telephone number, as well as any copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing or raise any objections.

The Settlement Administrator shall retain copies of all communications from the Settlement Class, including all objections to the Settlement. The Settlement Administrator shall provide copies of these documents to Class Counsel and counsel for Defendants.

C. Termination. Plaintiff, through Class Counsel, and Defendants shall have the right, but not the obligation, to terminate this Agreement if: (1) the total number of timely and valid requests for opt outs exceeds 1,000 Class Members; (2) the Court rejects, modifies, or denies approval of any material portion of this

Agreement or the proposed settlement that results in a substantial modification to any material term of the proposed settlement; or (3) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Approval Order, that results in a substantial modification to any material term of the proposed settlement. However, the Settling Parties agree to act in good faith to secure Final Approval of this Settlement and to attempt to address in good faith concerns regarding the settlement identified by the Court or any appellate court. The terminating party must exercise the option to withdraw from and terminate this Agreement, as provided in this Agreement, by a signed writing served on the Settling Parties no later than ten (10) days after receiving notice of the event prompting the termination. If, but only if, this Agreement is terminated pursuant to this section then:

1. The Parties will be returned to their positions *status quo ante* and this Agreement shall be null and void and shall have no force or effect and all of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Plaintiff, Defendants or any Settlement Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Agreement, except that the Parties shall cooperate in requesting that the Court set a new trial date such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;
2. Neither this Agreement, the fact of its having been made, nor the negotiations leading to it, shall be admissible or entered into evidence for any purpose whatsoever; and
3. Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Agreement shall be deemed vacated and shall be without any force or effect.

VI. MISCELLANEOUS PROVISIONS

A. Plaintiff's Representations and Warranties. Plaintiff represents and warrants that he is the sole and exclusive owner of all of his Released Claims and that he has not assigned or otherwise transferred any interest in any of his Released Claims against any of the Released Persons, and further covenant that he will not assign or otherwise transfer any interest in any of his Released Claims. Plaintiff represents and warrants that he has no surviving claim or cause of action against any of the Released Persons with respect to any of the Released Claims.

B. Defendants' Representations and Warranties. Defendants represent and warrant that they are the sole and exclusive owners of any BPO and Hybrid fees which are the subject of this Agreement, or any such BPO and Hybrid fees which could have been assessed during the November 5, 2010 to September 29, 2017 time period provided by this Agreement, and have not assigned or otherwise transferred any interest in any such fees, and further covenant that they will not assign or otherwise transfer any interest in such fees.

C. Voluntary Settlement. The Settling Parties agree that the terms of the Settlement as described herein were negotiated at arms-length and in good faith by the Settling Parties and their counsel, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties represent and warrant that they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing the Settlement Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party to the Settlement Agreement. Each of the Settling Parties assumes the risk of mistake as to facts or law.

D. No Admission of Liability. The Settlement compromises claims that are contested and will not be deemed an admission by any Settling Party as to the merits of any claim or defense. Defendants deny the claims alleged in the Action and do not by this Agreement or otherwise admit any liability or wrongdoing of any kind. Defendants have agreed to enter into this Agreement to avoid further expense, inconvenience, and distraction of burdensome and protracted litigation. Neither the Agreement, nor any act performed or document executed pursuant to or in furtherance of the Agreement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the Settlement Class Releasees; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault, omission, wrongdoing, or liability of any of the Settlement Class Releasees, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

Ocwen may file this Agreement (including the Exhibits thereto), the Final Approval Order, and/or the Judgment in any action that may be brought against it in order to support any defense or counterclaim, including, without limitation, those based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim

E. Confidentiality. All agreements made and orders entered during the course of the Action relating to the confidentiality of information will survive this Agreement.

F. Subsequent Events Impacting Administration. If there are any developments in the effectuation and administration of this Agreement that are not dealt with by the terms of this Agreement, then such matters shall be dealt with as agreed upon by the Settling Parties, and failing agreement, as shall be ordered by the Court.

G. Claims in Connection with Administration. No Person shall have any claim against the Plaintiff, Defendants, counsel for Defendants, Class Counsel, the Settlement Administrator, or the Settlement Class Releasees or their agents based on administration of the Settlement substantially in accordance with the terms of the Agreement or any order of the Court or any appellate court.

H. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties hereto. Without limiting the generality of the foregoing, each and every covenant and agreement herein by Plaintiff shall be binding upon all Settlement Class Members, their representatives, heirs, successors and assigns, as upon and to the benefit of the Defendants. The Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices of the Settlement Class after the Final Approval Order and Judgment are entered.

I. Notices. Whenever this Agreement requires or contemplates that one of the Settling Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays, and legal holidays) express delivery service. All notices and responses to notices directed to any Settlement Class Member shall be addressed to Class Counsel at the email addresses set forth below, and if directed to Defendants, shall be addressed to counsel for Defendants at the email addresses set forth below or such other email addresses as Class Counsel or Defendants may designate, from time to time, by giving notice to all Settling Parties hereto in the manner described in this paragraph.

If directed to Plaintiff or any Class Member, email address notice to: Roland Tellis, Baron & Budd, P.C., at rtellis@baronbudd.com or via mail at Baron & Budd, P.C., Attn: Roland Tellis, 15910 Ventura Blvd., Suite 1600, Encino, CA 91436

If directed to Defendants, email address notice to: Randall S. Luskey at rluskey@paulweiss.com, or via mail at Paul, Weiss, Rifkind, Wharton & Garrison LLP, 535 Mission Street, 24th Fl., San Francisco, CA 94105.

Subject to the terms of the Final Order and Judgment, no certifications by the Settling Parties regarding their compliance with the terms of the Settlement and this Agreement will be required. Any dispute as to the Settling Parties' compliance with their obligations under the Settlement and this Agreement shall be brought and resolved only in the Action and only by the Court, and applicable appellate courts, and in no other action or proceeding.

J. Time Periods. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Legal Holiday (as defined in Rule 6(a)(6) of the Federal Rules of Civil Procedure), or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days.

The time periods and dates described in this Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Settling Parties' written agreement without notice to the Settlement Class. The Settling Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

K. No Party Deemed to Be the Drafter. None of the Settling Parties hereto shall be deemed to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, rule of interpretation, or construction that would or might cause any provision to be construed against the drafter hereof. All Settling Parties agree that this Agreement was drafted by counsel for the Settling Parties during and through extensive arm's length negotiations with the aid of a neutral

mediator. No parol or other evidence may be offered to explain, construe, contradict, or clarify this Agreement's terms, the intent of the Settling Parties or their counsel, or the circumstances under which this Agreement was made or executed.

L. Choice of Law. This Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of California. To the extent not governed by federal law, this Agreement, any amendments thereto, and any claim, cause of action, or dispute arising out of or relating to this Agreement shall be interpreted under, enforced in accordance with, and governed by, the internal, substantive laws of the State of California without giving effect to any choice-of-law principles that may otherwise provide for the application of the law of another jurisdiction.

Any disagreement and/or action seeking directly or indirectly to challenge, modify, construe, obtain relief from, extend, limit, or enforce this Agreement shall be commenced and maintained only in this Court and in this Action. Without in any way compromising the finality of the Final Order and Judgment, the Court shall retain exclusive and continuing jurisdiction over all matters related in any way to the Settlement and the Agreement, including but not limited to the implementation of the Settlement and the interpretation, administration, supervision, enforcement and modification of this Agreement and the relief it provides to Plaintiff and the Settlement Class Members.

M. Amendment; Waiver. This Agreement shall not be modified in any respect except by a writing executed by Defendants and Plaintiff, by and through Class Counsel, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving party. The waiver by any party of any breach of this Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

N. Breach. If one Party to this Agreement considers the other Party to be in breach of its obligations under this Agreement, that Party must provide the breaching

Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

Nothing in this Agreement shall preclude any action to enforce the terms of the Agreement, including participation in any of the processes detailed therein. The Releases set forth herein are not intended to include the release of any rights or duties of the Settling Parties arising out of the Agreement, including the express warranties and covenants contained herein.

O. Execution in Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall constitute a duplicate original. Counsel for the Settling Parties to this Agreement shall exchange among themselves original signed counterparts and a complete set of executed counterparts shall be filed with the Court. This Agreement may be signed with a facsimile or PDF format signature and in counterparts, each of which shall constitute a duplicate original.

P. Integrated Agreement. This Agreement constitutes the sole and entire agreement and understanding amongst the Settling Parties with respect to its subject matter. This Agreement supersedes all prior negotiations, understandings, and agreements amongst the Settling Parties regarding the subject matter of this Agreement, and may not be modified or amended except by a writing made in accordance with the provisions of this Agreement signed by the Settling Parties (or their respective successors in interest) and their respective counsel. The Settling Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement. The Settling Parties expressly acknowledge that in deciding to enter into this Agreement, they each have relied solely upon their own judgment and knowledge.

Q. The Settling Parties expressly acknowledge and agree that this

Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Agreement, any of its provisions or any negotiations, statements or court proceedings relating to its provisions, or any documents created for the purposes of mediation, negotiation, or confirmatory due diligence or informal discovery, whether or not exchanged with opposing counsel, in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory or other proceeding, except in a proceeding to effectuate or enforce this Agreement or the rights of the Settling Parties or their counsel. Without limiting the foregoing, neither this Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as or deemed to be evidence of an admission or concession of any proposition of fact or law or of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Persons, Plaintiff or the Settlement Class or as a waiver by the Released Persons, Plaintiff or the Settlement Class of any applicable privileges or immunities (including, without limitation, the attorney-client privilege or work product immunity), claims or defenses.

R. Attorneys' Fees and Costs. Except as otherwise expressly provided in Section IV.B. of this Agreement, each party shall bear its own costs and attorneys' fees.

S. Tax Consequences. No opinion, representations, or advice regarding the tax consequences, if any, of this Agreement have been made by any Settling Party, nor is any representation or warranty in this regard made by virtue of this Agreement or Settlement. The Class Notice will direct Settlement Class Members to consult their own tax advisor(s) regarding the tax consequences of the Settlement and this Agreement, and any tax reporting obligations they may have with respect thereto. The

Settling Parties further understand and agree that each Settling Party, each Settlement Class Member, Class Counsel, and Plaintiff shall be responsible for his, her, its, or their own taxes, if any, resulting from this Agreement and any payments made pursuant to this Agreement, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member. Nothing in this Agreement or in the Class Notice is to be construed as tax advice of any kind.

T. Bankruptcy Proceedings. The Settling Parties agree that any Settlement Class Member who is in active bankruptcy proceedings or previously was a party to bankruptcy proceedings during the period of time covered in the definition of the Settlement Class may only participate in the Settlement subject to applicable bankruptcy law and procedures. The Settlement Administrator shall follow any direction of the Bankruptcy Court with respect to the proceeds of any payment.

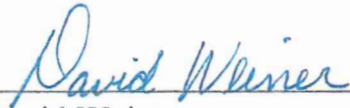
U. No Conflict Intended; Headings; Recitals. All of the Exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference. Any inconsistency between this Agreement and the exhibits attached hereto shall be resolved in favor of this Agreement. The headings used in this Agreement are intended for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. The recitals of this Agreement are incorporated by this reference and are part of this Agreement.

V. Nothing herein shall be deemed a waiver of any prior release individually executed between the Defendants and any Settlement Class Member.

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have entered into this Agreement as of the date first below written, and have executed this Settlement Agreement on the date indicated below each respective signature.

On behalf of Plaintiff:


DATED: December 17, 2023



David Weiner

Approved as to form:

DATED: December 18, 2023




Roland Tellis, Baron & Budd, P.C.
Counsel for Plaintiff and the Class

On behalf of Defendants:

DATED: December 18, 2023


Ocwen Financial Corporation



By: Randall S. Luskey

Its: Attorney of Record

Ocwen Loan Servicing, LLC



By: Randall S. Luskey

Its: Attorney of Record

EXHIBIT A
TO SETTLEMENT
AGREEMENT
(PROPOSED ORDER)

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Attorneys for Defendants
OCWEN FINANCIAL CORPORATION and OCWEN
LOAN SERVICING, LLC

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

DAVID WEINER, individually, and on behalf of
other members of the public similarly situated,

Plaintiff,

vs.

OCWEN FINANCIAL CORPORATION, a
Florida corporation and OCWEN LOAN
SERVICING, LLC, a Delaware limited liability
company,

Defendants.

Case Number: 2:14-cv-02597-DJC-DB
CLASS ACTION

**[PROPOSED] ORDER (1) GRANTING
PRELIMINARY APPROVAL OF
SETTLEMENT AGREEMENT; AND (2)
DIRECTING NOTICE TO THE
SETTLEMENT CLASS**

Action Filed: November 5, 2014

1 Before the Court is Plaintiffs’ Motion for Preliminary Approval of Class Settlement and Direction
2 of Notice Under Rule 23(e) (the “Motion”). Plaintiff David Weiner (“Plaintiffs” or “Settlement Class
3 Representative”) and Defendants Ocwen Financial Corporation and Ocwen Loan Servicing, LLC,
4 (collectively, “Defendants”) (all together, the “Parties”) have entered into a Class Action Settlement
5 Agreement, dated December 15, 2023 (the “Settlement Agreement”).

6 Having thoroughly reviewed the Settlement Agreement, including the proposed forms of class
7 notice and other exhibits thereto, the Motion, and the papers and arguments in connection therewith, THE
8 COURT HEREBY FINDS, CONCLUDES, AND ORDERS THE FOLLOWING:

9 1. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332(d),
10 and has personal jurisdiction over the Parties and the Settlement Class Members. Venue is proper in this
11 District.

12 2. The Motion is GRANTED.

13 3. Scope of Settlement. The Settlement Agreement resolves all Released Claims against
14 Defendants, and each of their future, present and former direct and indirect parents, subsidiaries, divisions,
15 affiliates, predecessors, successors and assigns, and the future, present and former directors, officers,
16 employees, managers, servants, principals, agents, insurers, reinsurers, shareholders, investors, trustees,
17 attorneys, advisors, consultants, representatives, partners, joint venturers, divisions, predecessors,
18 successors, assigns, and agents thereof (“Settlement Class Releasees”) from any and all claims, causes of
19 action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies,
20 costs, expenses and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law,
21 common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation
22 (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known
23 or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent,
24 liquidated or unliquidated, punitive or compensatory, as of the date of Final Approval, which are included
25 in or relate to the Action (“Settlement Class Released Claims”).

26 4. The Court hereby provisionally certifies, for settlement purposes only, a “Settlement Class,”
27 pursuant to Rules 23(b)(3) and 23(e), consisting of:
28

1 (a) Nationwide Settlement Class: All residents of the United States of America who
2 have or had a loan serviced by Ocwen Financial Corporation or Ocwen Loan
3 Servicing LLC (together, “Ocwen”) and who paid for one or more Broker Price
4 Opinions (“BPOs”) or Hybrid Valuations (“Hybrids”) charged by Ocwen through
5 Altisource, from November 5, 2010 through September 29, 2017, the date of the
6 class certification order in this action.

7 (b) California Settlement Sub-Class: All residents of the State of California who have a
8 loan serviced by Ocwen and to whom charges for one or more BPOs or Hybrids
9 were assessed to their mortgage account by Ocwen through Altisource, from
10 November 5, 2010 through September 29, 2017.

11 The following entities and individuals are excluded from the Settlement Class:

- 12 (a) Defendants’ officers, directors, and employees; Defendants’ affiliates and affiliates’
13 officers, directors, and employees; Defendants’ distributors and distributors’
14 officers, directors and employees; Released Parties;
- 15 (b) Judicial officers and their immediate family members and associated court staff
16 assigned to this case; and
- 17 (c) All those otherwise in the Settlement Class who or which timely and properly
18 exclude themselves from the Settlement Class as provided in the Settlement
19 Agreement.

20 5. The Court hereby preliminarily approves the Settlement Agreement and the terms embodied
21 therein pursuant to Rule 23(e). In connection therewith, the Court finds as follows:

- 22 a. the Court will likely approve the Settlement Agreement under Rule 23(e)(2) and to
23 certify the Settlement Class for purposes of judgment on the proposed Settlement;
- 24 b. the Settlement is sufficiently fair, reasonable, and adequate as to the Settlement
25 Class Members under the relevant considerations to warrant sending notice of the
26 Settlement to the Settlement Class;
- 27 c. the proposed Settlement Class Representative and proposed Settlement Class
28 Counsel have adequately represented, and will continue to adequately represent, the

1 Settlement Class;

2 d. the Settlement Agreement is the product of arm's length negotiations by the Parties,
3 and comes after adequate investigation of the facts and legal issues;

4 e. the relief provided to the Settlement Class is adequate taking into account, *inter alia*,
5 the costs, risks, and delay of trial and appeal and the proposed method of distributing
6 compensation to the Settlement Class;

7 f. the Settlement Agreement treats the Settlement Class Members equitably relative to
8 one another; and

9 g. The Court will fully assess any request for Settlement Class Counsel attorneys' fees
10 and costs after receiving a motion from proposed Settlement Class Representative
11 and Settlement Class Counsel supporting such request.

12 6. The Court hereby appoints Plaintiffs as Settlement Class Representative to represent the
13 Settlement Class.

14 7. The Court further finds that, for settlement purposes only, the Settlement Class, as defined
15 above, meets the requirements for class certification under Federal Rules of Civil Procedure 23(a) and
16 23(b)(3). Specifically, the Court finds, for settlement purposes only, that (1) the Settlement Class Members
17 are sufficiently numerous such that joinder is impracticable; (2) there are questions of law and fact common
18 to Settlement Class Members; (3) proposed Settlement Class Representatives' claims are typical of those
19 of the Settlement Class Members; (4) proposed Settlement Class Representative and Settlement Class
20 Counsel have fairly and adequately represented, and will continue to fairly and adequately represent, the
21 interests of the Settlement Class Members; and (5) the predominance and superiority requirements of Rule
22 23(b)(3) are satisfied.

23 8. Certification of the Settlement Class shall be solely for settlement purposes and without
24 prejudice to the Parties in the event the Settlement is not finally approved by this Court or otherwise does
25 not take effect, and the Parties preserve all rights and defenses regarding class certification in the event the
26 Settlement is not finally approved by this Court or otherwise does not take effect.

27 9. The Court hereby appoints Plaintiff as Settlement Class Representative to represent the
28 Settlement Class.

1 Approval Order.

2 15. All reasonable and necessary costs incurred by the Settlement Administrator will be paid
3 by Defendants consistent with the terms of the Settlement Agreement.

4 16. In connection with the Motion for Final Approval, the Settlement Administrator shall
5 supply to Settlement Class Counsel a declaration to be filed with the Court that (i) identifies those persons
6 who have timely and validly opted out of the Settlement, and (ii) details the scope, method, and results of
7 the Settlement Class Notice Program.

8 Opt-Out and Objection Procedures

9 17. Settlement Class Members may exclude themselves from the Settlement Class by
10 personally signing (electronic signatures, including DocuSign, are invalid and will not be considered
11 personal signatures) and sending a written request to opt out stating “I wish to exclude myself from the
12 Settlement Class in *David Weiner v. Ocwen Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB
13 (E.D. Cal.)” (or substantially similar clear and unambiguous language) to the Settlement Administrator
14 that is postmarked or emailed to the address provided in the Notice or on the Settlement Website no later
15 than the Opt-Out Deadline. The Settlement Class Member must either (i) mail the signed written request
16 to an address provided by the Settlement Administrator; or (ii) e-mail a complete and legible scanned
17 copy or photograph of the signed written request to an e-mail address provided by the Settlement
18 Administrator. For the opt-out to be valid, that written request must include all information specified in
19 the Class Notice, including (a) name and address of the potential Settlement Class Member requesting
20 exclusion; (b) loan number and address of the property bringing the Class Member within the scope of
21 the Class; (c) personal signature by the potential Settlement Class Member requesting exclusion; and (d)
22 statement that reasonably indicates a desire to be excluded from the Settlement. Opt-Outs may opt out of
23 the Class only on an individual basis; so-called "mass" or "class" opt-outs shall not be allowed and shall
24 be of no force or effect. Any potential member of the Settlement Class who properly opts out of the
25 Settlement Class shall: (a) not be bound by any orders or judgments relating to the Settlement; (b) not be
26 entitled to relief under, or be affected by, the Agreement; (c) not gain any rights by virtue of the
27 Agreement; and (d) not be entitled to object to any aspect of the Settlement.

28 18. The Settlement Administrator will provide copies of all opt-out requests to Settlement Class

1 Counsel and Defendants' Counsel within ten (10) days of the receipt of each such request. The Settlement
2 Administrator and the Parties shall promptly after receipt provide copies of any requests for exclusion,
3 objections and/or related correspondence to each other.

4 19. Upon the Settlement Administrator's receipt of a timely and valid exclusion request, the
5 Settlement Class Member shall be deemed excluded from the Settlement Class and shall not be entitled to
6 any benefits of this Settlement. A Settlement Class Member may request to be excluded from the
7 Settlement only on the Settlement Class Member's own behalf; a Settlement Class Member may not
8 request that other Settlement Class Members (or a group or subclass of Settlement Class Members) be
9 excluded from the settlement.

10 20. Any Settlement Class Member who has not submitted a written request to opt out as set
11 forth herein may present written objections, if any, explaining why he or she believes the Settlement
12 Agreement should not be approved by the Court as fair, reasonable, and adequate.

13 21. To be considered valid, an objection must be in writing, must be delivered to Settlement
14 Class Counsel and to Defense Counsel and filed with the Court, must be postmarked or filed no later than
15 120 days after entry of this Preliminary Approval Order (the "Objection Deadline"), and must include the
16 following: (a) a detailed statement of the Settlement Class Member's objection(s), as well as the specific
17 reasons, if any, for each such objection, including all evidence, argument, and legal authority the Settlement
18 Class Member wishes to bring to the Court's attention; (b) the case name, *David Weiner v. Ocwen*
19 *Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB (E.D. Cal.) (or substantially similar clear and
20 unambiguous language); (c) the Class Member's full name, current address, and telephone number, (d) the
21 loan number and address of the property bringing the Class Member within the scope of the Class; (e) state
22 that the Class Member objects to the Settlement, in whole or in part; (f) state whether the objection applies
23 only to the objector or to the entire Settlement Class; (g) state with specificity the grounds for the objection;
24 (h) provide copies of any documents that the Class Member wishes to submit in support of his or her
25 position; (i) state whether the Class Member intends to appear at the Final Approval hearing; and (j) state
26 whether the Class Member will be represented by separate counsel.

27 22. A Settlement Class Member may object on his or her own behalf or through a lawyer hired
28 at that Settlement Class Member's own expense, provided the Settlement Class Member has not submitted

1 a written request to opt out, as set forth in the Settlement Agreement. Settlement Class Members objecting
2 through counsel must include in their written statement of objection(s) the items set forth in the previous
3 section and: the number of times the objecting Settlement Class Member has objected to a class action
4 settlement within the five years preceding the date of the objection, the caption of each case in which the
5 objecting Settlement Class Member has made such objection, and a statement of the nature of the objection.
6 Lawyers asserting objections on behalf of Settlement Class Members must: (1) file a notice of appearance
7 with the Court by the Objection Deadline, or as the Court otherwise may direct; (2) file a sworn declaration
8 attesting to his or her representation of each Class Member on whose behalf the objection is being filed or
9 file (in camera) a copy of the contract between that lawyer and each such Class Member, and specify the
10 number of times during the prior five-year period that the lawyer or their law firm has objected to a class
11 action settlement; (3) disclose any agreement, formal or informal, with other attorneys or law firms
12 regarding the objection; and (4) comply with the procedures described in this Order and the Settlement
13 Agreement.

14 23. Settlement Class Counsel or Defendants' Counsel may notice the deposition of an objecting
15 Settlement Class Member and/or seek the production of documents and tangible things relevant to the
16 objections on an expedited basis, including agreements (formal or informal) between the objector's counsel
17 and other attorneys related to the objection. Any objections to the scope of a deposition notice or a request
18 to produce documents or other tangible things issued or served in connection with this provision shall be
19 brought before the Court for resolution on an expedited basis.

20 24. Unless the Court directs otherwise, any Settlement Class Member who fails to comply with
21 the provisions of this Order will waive and forfeit any and all rights he, she, or it may have to object to the
22 Settlement Agreement and/or to appear and be heard on said objection at the Fairness Hearing. Failure to
23 object waives a Settlement Class Member's right to appeal the Final Approval Order.

24 25. Not fewer than twenty-eight (28) days prior to the date set by the Court to consider whether
25 this Settlement should be finally approved, Settlement Class Counsel shall file a motion or motions for
26 Final Approval of the Settlement Agreement and for Attorney's Fees and Costs for work performed in
27 connection with the Action.
28

Fairness Hearing

1
2 26. The Court will hold a Fairness Hearing on _____, 2024 [150 days after entry of
3 *this Preliminary Approval Order*] in the United States District Court for the Eastern District of California,
4 Robert T. Matsui United States Courthouse, Courtroom Room 10, 13th floor. The purpose of the Fairness
5 Hearing will be to determine whether to finally approve the Settlement Agreement as fair, reasonable, and
6 adequate pursuant to Rule 23(e). If the Court subsequently determines that the Fairness Hearing should
7 not occur in-person but rather through remote means, the Court will issue a subsequent order.

8 27. Any Class Member who wishes to appear at the Final Approval hearing, whether *pro se* or
9 through counsel, must file a Notice of Appearance in this case, take all other actions or make any additional
10 filings as may be required in the Class Notice or as otherwise ordered by the Court, and serve the Notice
11 of Appearance and Notice of Intention to Appear upon Class Counsel and counsel for the Defendants by
12 the Objection Deadline, if the Court does not set another date. The Notice of Intention to Appear must
13 include the Settlement Class Member’s full name, address, and telephone number, as well as any copies of
14 any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court
15 in connection with the Final Approval Hearing. Any Settlement Class Member who does not file a Notice
16 of Intention to Appear in accordance with the deadlines and other specifications set forth in the Agreement
17 and Class Notice shall not be entitled to appear at the Final Approval Hearing or raise any objections.

18 28. Defense Counsel and Class Counsel shall serve on each other and on all other parties who
19 have filed notices of appearance, at or before the Final Approval Hearing, any further documents in support
20 of the proposed Settlement, including responses to any papers filed by Settlement Class Members. Defense
21 Counsel and Class Counsel shall promptly furnish to each other any and all objections or written requests
22 for exclusion that may come into their possession and shall file such objections or requests for exclusion
23 with the Court on or before the date of the Final Approval Hearing.

24 29. The Court may, in its discretion, modify the date, time, and/or location of the Fairness
25 Hearing. In the event the Court changes the date, time, and/or location of the Fairness Hearing, the new
26 date and time shall be posted on the Settlement Website.

27 30. If the Court for any reason does not enter the proposed Final Approval Order or Judgment,
28 or if the terms set forth in either (with the exception of any provision relating to the Settlement Class

1 Counsel Attorneys' Fees and Costs) are materially modified, reversed, or set aside on further judicial
2 review, or if for any other reason the Settlement does not become final, or if the Court or a reviewing court
3 takes any action to expand, impair, or reduce the scope or effectiveness of the Releases set forth in Section
4 III of the Settlement Agreement or to impose greater financial or other burdens on Defendants than those
5 contemplated in the Settlement Agreement, then either Party shall have the option of terminating the
6 Settlement Agreement. Defendants shall also have the right to terminate the Settlement Agreement if the
7 number of timely and valid opt-outs exceeds the threshold set forth in Section V-A of the Settlement
8 Agreement.

9 31. Other than such proceedings as may be necessary to carry out the terms and conditions of
10 the Settlement Agreement, all proceedings in the Action are hereby stayed and suspended until further
11 order of this Court.

12 32. This Preliminary Approval Order, the Settlement Agreement, and all negotiations,
13 statements, agreements, and proceedings relating to the Settlement, and any matters arising in connection
14 with settlement negotiations, proceedings, or agreements, shall not constitute, be described as, construed
15 as, offered, or received against Defendants or the other Released Parties as evidence or an admission of:
16 (a) the truth of any fact alleged by any plaintiff in the Action; (b) any liability, negligence, fault, or
17 wrongdoing of Defendants or the Released Parties; or (c) that this or any other action may be properly
18 certified as a class action for litigation, non-settlement purposes.

19 33. The Parties are directed to take all necessary and appropriate steps to establish the means
20 necessary to implement the Settlement Agreement according to its terms should it be finally approved.

21 34. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary
22 Approval Order without further notice to Settlement Class Members. Without further order of the Court,
23 the Parties may agree to make non-material modifications in implementing the Settlement that are not
24 inconsistent with this Preliminary Approval Order.

25 35. The following chart summarizes the dates and deadlines set by this Preliminary Approval
26 Order:
27
28

Date	Event
	Entry of Preliminary Approval Order
30 days after entry of Preliminary Approval Order	Settlement Class Notice Program begins
60 days after entry of Preliminary Approval Order	Substantial Completion of Direct Notice Component of Settlement Class Notice Program
75 days after entry of Preliminary Approval Order	Motion(s) for Final Approval and Attorneys' Fees and Expenses
105 days after entry of Preliminary Approval Order	Objection and Opt-Out Deadline
130 days after entry of Preliminary Approval Order	Reply Memoranda in Support of Final Approval and Fee/Expense Motion(s)
150 days after entry of Preliminary Approval Order	Fairness Hearing
18 months after entry of Preliminary Approval Order	Settlement Claims Deadline

36. This Order shall be of no force and effect if the Settlement does not become Final. This Order shall not be offered by any person as evidence in any action or proceeding against any Party hereto in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to enforce or otherwise effectuate the Settlement Agreement (or any agreement or order relating thereto), including the Releases, or this Order. Neither shall this Order be offered by any person or received against any of the Released Parties as evidence or construed as or deemed to be evidence of any presumption, concession, or admission by any of the Released Parties of:

a. the truth of the facts alleged by any person or the validity of any claim that has been or could have been asserted in this action or in any litigation, or other judicial or administrative

1 proceeding, or the deficiency of any defense that has been or could have been asserted in this action or in
2 any litigation, or of any liability, negligence, fault or wrongdoing of any of the Released Parties;

3 b. any fault, misrepresentation, or omission with respect to any statement or written
4 document approved or made by any of the Released Parties or any other wrongdoing by any of the
5 Released Parties; or

6 c. any liability, negligence, fault, or wrongdoing in any civil, criminal, or
7 administrative action or proceeding by any of the Released Parties.

8 37. The Court authorizes the Parties to take all necessary and appropriate steps to implement
9 the Settlement Agreement.

10 **IT IS SO ORDERED.**

11
12
13
14 Dated: _____, 2023

By: _____

Honorable Daniel J. Calabretta
United States District Judge

EXHIBIT B
TO SETTLEMENT
AGREEMENT
(CLASS NOTICE)

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA

A federal court authorized this Notice. This is not a solicitation from a lawyer.

If you live in the United States and have or had a loan serviced by Ocwen Loan Servicing, LLC, and you paid for Broker Price Opinions or Hybrid Valuations between November 5, 2010 and September 29, 2017, or if you live in California and have or had a loan serviced by Ocwen Loan Servicing, LLC, and you were charged for Broker Price Opinions or Hybrid Valuations, you may be entitled to the benefits of a class action settlement

Estimated payments are \$60 per Broker Price Opinion and \$70 per Hybrid Valuation

Defendants Ocwen Financial Corporation, and Ocwen Loan Servicing, LLC (together, “Defendants” or “Ocwen”) have agreed to a proposed class action Settlement to resolve claims in a class action lawsuit called *David Weiner v. Ocwen Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB (E.D. Cal.) (the “Settlement”).¹ The Plaintiff in this lawsuit alleges that Ocwen over-charged borrowers for certain property valuation expenses, including Broker Price Opinions (“BPOs”) and Hybrid Valuations (“Hybrids”), which the Plaintiff alleges contained undisclosed “mark-ups.”

Ocwen denies Plaintiff’s allegations and all alleged wrongdoing associated with Plaintiff’s claims. The Court has not decided who is right or wrong. Instead, the Parties have agreed to the Settlement to avoid the costs, risk, and delays associated with continuing this complex and time-consuming litigation.

The purpose of this notice is to inform you of the proposed class action Settlement so you may decide what to do. Your legal rights under the Settlement are affected even if you do nothing, so please read this notice carefully.

The Settlement Class includes the following members:

- (a) Nationwide Settlement Class: All residents of the United States of America who have or had a loan serviced by Ocwen and who paid for one or more BPOs or Hybrids charged by Ocwen through Altisource, from November 5, 2010 through September 29, 2017, the date of the class certification order in this action; and
- (b) California Settlement Sub-Class: All residents of the State of California who have a loan serviced by Ocwen and to whom charges for one or more BPOs or Hybrids were assessed to their mortgage account by Ocwen through Altisource, from November 5, 2010 through September 29, 2017.

If approved, the Settlement will provide compensation or other valuable benefits to Settlement Class Members. These benefits include:

- A **\$60** reimbursement for each BPO fee that Settlement Class Members paid during the class period (November 5, 2010 through September 29, 2017);

¹ Capitalized terms have the meaning assigned to them in the Settlement Agreement, unless otherwise noted.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.OCWEN.com or call toll-free at 1-888-XXX-XXXX

- A **\$70** reimbursement for each Hybrid fee that Settlement Class Members paid during the class period (November 5, 2010 through September 29, 2017); and
- **Reversals and/or credits** for any California “Assessed” Sub-Class Members who continue to have loans serviced by Ocwen, in the amount of **\$60** for each BPO and **\$70** for each Hybrid fee that was assessed to the Class Member during the class period but for which the Class Member has not paid.
- Defendants’ **modification of disclosures** to borrowers in valuation-related correspondence and reports, and in any applicable fee schedules, to identify, as applicable, the “reconciliation” service added by vendors to BPO and Hybrid products.

For their work in securing this Settlement, the attorneys representing the Settlement Class (known as “Settlement Class Counsel”) will request reasonable attorneys’ fees, estimated to be \$8,000,000, plus reasonable reimbursable litigation costs, estimated to be \$950,000. If approved by the Court, the attorneys’ fees and costs will be paid by the Defendants.

This notice provides a summary of the Settlement, and it is important that you review it carefully to understand your legal rights. The full details of the Settlement, including the Settlement Agreement and other important case documents, are available at www.████████.com. Please visit the website regularly for further updates about the Settlement.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.████████.com or call toll-free at 1-888-████-XXXX

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YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING. PLEASE READ THIS NOTICE CAREFULLY.

Questions? Visit www.████████.com or call toll-free at 1-888-████-XXXX

BASIC INFORMATION

1. WHAT IS THIS NOTICE ABOUT?

The Court overseeing this case authorized this Notice to inform you about a class action settlement in a lawsuit named *David Weiner v. Ocwen Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB (E.D. Cal.), which is pending before the Honorable Daniel J. Calabretta in the United States District Court for the Eastern District of California.

Plaintiff David Weiner (“Plaintiff” or “Settlement Class Representative”) alleged that Ocwen over-charged borrowers for certain property valuation expenses, known as Broker Price Opinions (“BPOs”) and Hybrid Valuations (“Hybrids”), which Plaintiff alleges contained undisclosed “mark-ups.”

Ocwen denies Plaintiff’s allegations and all alleged wrongdoing associated with Plaintiff’s claims. The Court has not decided who is right or wrong. Instead, the Parties have agreed to the Settlement to avoid the costs, risk, and delays associated with continuing this complex and time-consuming litigation.

This Notice summarizes the Settlement and your legal rights and options under it. The deadlines listed in this Notice may be modified, so please check the Settlement Website, www._____.com, regularly for updates and further details.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

<p>PARTICIPATE BY FILING A CLAIM</p>	<p>To obtain compensation under this Settlement, you must submit a valid claim. Please refer to Question 4 for details on how to submit a valid claim. By submitting a claim, you will give up your right to sue or continue to sue Defendants for the claims in this case.</p> <p>You can submit your claim now. Under the current schedule, claims must be submitted electronically or postmarked by [Month Day], 2024. This schedule may change, so please visit the Settlement Website (www._____.com) regularly for updates.</p>
<p>REQUEST EXCLUSION</p>	<p>If you wish to exclude yourself from the Settlement, you must submit a request to exclude yourself from, or “opt out” of, the Settlement, by [Month Day], 2024. If you do so, you will receive no compensation under this Settlement, but this is the only option that will allow you to keep your right to sue the Defendants over the claims being resolved by this Settlement. Please refer to Questions 9-11 for further detail.</p>
<p>OBJECT</p>	<p>If you do not exclude yourself from the Settlement, you may write to the Court and explain what you dislike about the Settlement. You must submit your valid and timely objection by [Month Day], 2024. If you object to the Settlement, you are expressing your views about the</p>

YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING. PLEASE READ THIS NOTICE CAREFULLY.

Questions? Visit www._____.com or call toll-free at 1-888-XXX-XXXX

	<p>Settlement, but you will remain a member of the Settlement Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. If you make an objection, you must still submit a claim to receive compensation under the Settlement. Please refer to Questions 14 and 15 for further details.</p> <p>If you submit a valid and timely objection to the Settlement as described above, you may ask to speak in Court about the fairness of the Settlement. Please refer to Questions 14-15 for further details.</p>
DO NOTHING	<p>If you do nothing, you will receive no payment in this Settlement and you will give up your right to sue or continue to sue Defendants for the claims in this case.</p>

WHO IS IN THE SETTLEMENT CLASS?

2. AM I PART OF THE SETTLEMENT CLASS?

The Settlement Class consists of all persons who fall into the following categories:

- (a) Nationwide Settlement Class: All residents of the United States of America who have or had a loan serviced by Ocwen Financial Corporation or Ocwen Loan Servicing LLC (together, “Ocwen”) and who paid for one or more BPOs or Hybrids charged by Ocwen through Altisource, from November 5, 2010 through September 29, 2017, the date of the class certification order in this action.
- (b) California Settlement “Sub-Class: All residents of the State of California who have a loan serviced by Ocwen and to whom charges for one or more BPOs or Hybrids were assessed to their mortgage account by Ocwen through Altisource, from November 5, 2010 through September 29, 2017.

Excluded from the Settlement Class are Defendants’ officers, directors, and employees; Defendants’ affiliates and affiliates’ officers, directors, and employees; Defendants’ distributors and distributors’ officers, directors, and employees; Released Parties; judicial officers and their immediate family members and associated court staff assigned to this case; and all those otherwise in the Settlement Class who or which timely and properly exclude themselves from the Settlement Class.

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlement, visit www.■■■■.com, or call toll-free at 1-888-**XXX-XXXX**.

SETTLEMENT BENEFITS – WHAT SETTLEMENT CLASS MEMBERS GET

3. WHAT DOES THE SETTLEMENT PROVIDE?

If approved, the Settlement will provide compensation and other valuable benefits to Settlement Class Members. These benefits include:

YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING. PLEASE READ THIS NOTICE CAREFULLY.

Questions? Visit www.■■■■.com or call toll-free at 1-888-**XXX-XXXX**

- A **\$60 reimbursement** for each BPO fee that Settlement Class Members paid during the class period (November 5, 2010 through September 29, 2017);
- A **\$70 reimbursement** for each Hybrid fee that Settlement Class Members paid during the class period (November 5, 2010 through September 29, 2017); and
- **Reversals and/or credits** for any California “Assessed” Sub-Class Members who continue to have loans serviced by Ocwen, in the amount of \$60 for each BPO and \$70 for each Hybrid fee that was assessed to the Member during the class period but for which the Class Member has not paid.
- Defendants’ **modification of disclosures** to borrowers in valuation-related correspondence and reports, and in any applicable fee schedules, to identify, as applicable, the “reconciliation” service added by vendors to BPO and Hybrid products.

4. HOW DO I SUBMIT A CLAIM FOR CASH COMPENSATION?

You must timely submit a valid claim to receive a settlement payment. The Claim Form asks for basic information and takes just a few minutes to complete.

To submit your claim online, visit www._____.com. If you received a Postcard or Email Notice and provide your Unique ID from that notice, you will not need to provide any documentation when you submit your claim. If you do not have a Unique ID, or if the Settlement Administrator is unable to verify the information in your claim, the Settlement Administrator may request supporting documentation that identifies your specific home loan for which Ocwen provided services.

If you would prefer to submit your Claim Form by mail, you can download and print the necessary forms from the Settlement Website or request a hardcopy form to be mailed to you by calling 1-888-XXX-XXXX. For faster claims processing, you may also submit your claim online at the website below.

If you have questions about what documentation is needed for your claim, visit www._____.com or call the Settlement Administrator at 1-888-XXX-XXXX.

Submit claims online: www._____.com.

Submit claims via mail:

XXX Settlement
c/o JND Legal Administration
PO Box 91473
Seattle, WA 98111

Submit claims via email: _____

5. WHEN WILL I GET MY PAYMENT?

The Settlement Administrator will calculate the payment amount for each timely and valid and complete Settlement Claim, and send out payments after the Settlement’s “Effective Date.”

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www._____.com or call toll-free at 1-888-XXX-XXXX

The “Effective Date” will depend on when the Court enters its order finally approving the Settlement and its Judgment, and whether there is an appeal of the Judgment.

Please check www.█.com after the Final Approval Hearing (*see* **Questions 16-18**) for information concerning the timing of Settlement payments. The Parties anticipate that the Court will hold its Final Approval Hearing in 2024.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.█.com or call toll-free at 1-888-**XXX-XXXX**

UNDERSTANDING THE CLASS ACTION PROCESS

6. WHAT IS A CLASS ACTION?

In a class action, one or more people called “class representatives” sue on behalf of people who have similar claims. All these people are a “class” or “class members.” When a class action is settled, the Court resolves the issues in the lawsuit for all class members, except for those who request to be excluded from (or “opt out” of) the class. Opting out means that you will not receive benefits under the Settlement. The opt-out process is described in **Questions 9-11** below.

7. WHAT AM I GIVING UP TO REMAIN A MEMBER OF THE CLASS?

If the Settlement becomes final and you do not exclude yourself, you will release Defendants and the Released Parties from liability for all Released Claims and will not be able to sue, continue to sue, or be part of any other lawsuit against them or anyone else having to do with the issues in the lawsuit. Under the Settlement, “Released Claims” are defined as follows:

[insert]

Under the Settlement, you are not releasing your rights or ability to participate in or pursue remedies in relation to any future conduct concerning the servicing of your residential loan.

The Settlement Agreement at Section **III-A** describes the Released Claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at www._____.com.

You can talk to one of the lawyers listed in **Question 12** below for free or you can, of course, talk to your own lawyer at your own expense.

8. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will not get a payment from the Settlement. See **Question 4** above for information on how to get a cash payment from the Settlement.

You will also be bound by all terms of the Settlement, which means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Ocwen or anyone else having to do with the legal issues in this case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

9. HOW DO I GET OUT OF THE SETTLEMENT?

If you do not want to receive benefits from the Settlement and/or you want to retain the right to sue the Defendants about the issues in this case, then you must take steps to remove yourself from the Settlement. You may do this by asking to be excluded from the Settlement—sometimes referred to as “opting out.” If you ask to be excluded, you will not get any Settlement Relief, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Ocwen in the future. Although no other person may exclude you from the Settlement Class, nothing prohibits you from obtaining the assistance of another, such as a lawyer or family member, in preparing or submitting any individual exclusion.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www._____.com or call toll-free at 1-888-XXX-XXXX

To opt out of the Settlement, you must mail or email a letter or other written document to the Settlement Administrator. Your request must include:

- Your name and current address, the loan number and address of your residential property that was/is serviced by Ocwen during the class period;
- A statement saying “I wish to exclude myself from the Settlement Class in *David Weiner v. Ocwen Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB (E.D. Cal.); and
- Your personal signature (electronic signatures, including DocuSign, are invalid and will not be considered personal signatures).

Your Exclusion Request must be postmarked or emailed no later than [Month Day], 2024 to:

XXXXXX – Exclusions
c/o JND Legal Administration
PO Box 91473
Seattle, WA 98111
info@____.com

10. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANTS FOR THE SAME THING LATER?

No. If you do not timely submit your request for exclusion or fail to include the required information in your request for exclusion, you will remain a Settlement Class Member and will not be able to sue the Defendants about the claims that the Settlement resolves. If you do not exclude yourself from the Settlement, you will be bound like all other Settlement Class Members by the Court’s orders and judgments in this class action lawsuit, even if you do not file a claim.

11. IF I EXCLUDE MYSELF, CAN I STILL GET A SETTLEMENT PAYMENT?

No. You will not get money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits from the Settlement.

THE LAWYERS REPRESENTING YOU

12. DO I HAVE A LAWYER IN THE CASE?

Yes. The Court has appointed the law firm of Baron & Budd P.C., to represent Settlement Class Members as Settlement Class Counsel. Their contact information is as follows:

Roland Tellis
Baron & Budd, P.C.
15910 Ventura Boulevard, Suite 1600
Encino, CA 91436
Tel.: (818) 839-2333

Email: rtellis@baronbudd.com

If you want to be represented by your own lawyer, you may hire one at your own expense.

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PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.____.com or call toll-free at 1-888-XXX-XXXX

13. HOW WILL THE LAWYERS BE PAID?

Settlement Class Counsel will ask the Court to award reasonable attorneys' fees, plus reimbursable litigation costs, for litigating this case and securing this nationwide Settlement for the Settlement Class.

The Court must approve Settlement Class Counsel's requests for fees and costs before it is paid.

Settlement Class Counsel will submit their request by [Month Day], 2024, and that document will be available at www._____.com shortly after it is filed with the Court.

Settlement Class Members will have an opportunity to comment on and/or object to the request for attorneys' fees and costs, as explained further in **Question 14**.

Any attorney fee award is ultimately determined by the Court. Please check www._____.com regularly for updates regarding their request for attorneys' fees and expenses.

OBJECTING TO THE SETTLEMENT

14. HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?

If you do not exclude yourself from the Settlement, you may object to it. The Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, no settlement payments will be sent, and the lawsuit may continue.

To comment on or to object to the Settlement or to Settlement Class Counsel's request for attorneys' fees and/or costs, you or your attorney must submit your written objection to the Court with the following information:

To object to the Settlement, you must send a written objection that includes the following:

- A statement that you object to the Settlement, in whole or part, in the case known as *David Weiner v. Ocwen Financial Corporation, et al.*, No. 2:14-cv-02597-DJC-DB (E.D. Cal.) and whether the objection applies to you or the entire Settlement Class;
- Your full name and current address, telephone number, the loan number and address of your residential property that was/is serviced by Ocwen during the class period;
- A detailed statement of your objection(s), as well as the specific reasons, if any, for each such objection, including all evidence, argument, and legal authority you wish to bring to the Court's attention;
- A statement that you have reviewed the Settlement Class definition and have not opted out of the Settlement Class;
- All other supporting papers, materials, or briefs (if any) you wish the Court to consider when reviewing the objection; and
- A statement of whether you intend to appear at the Final Approval Hearing and whether you will be represented by separate counsel.

If you object through your own hired lawyer at your own expense, your objection must also include:

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www._____.com or call toll-free at 1-888-XXX-XXXX

- The number of times you have objected to a class action settlement within the five years preceding the date of the objection;
- The case caption of each case in which you have made such objection; and
- A statement of the nature of the objection.

Lawyers asserting an objection(s) on behalf of a Settlement Class Member(s) must:

- File a notice of appearance with the Court by **[Month Day], 2024**;
- File a sworn declaration (a) attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or file (in camera) a copy of the contract between that lawyer and each such Settlement Class Member; (b) state whether the objection applies only to the objector or the entire Settlement Class; (c) state the specificity of the grounds for the objection; and (d) specify the number of times during the prior five-year period that the lawyer or their law firm has objected to a class action settlement;
- Disclose any agreement, formal or informal, with other attorneys or law firms regarding the objection; and
- Comply with the procedures described above.

Your objection, along with any supporting material you wish to submit, must be filed with the Court and delivered to Settlement Class Counsel, Defense Counsel, and the Clerk of the Court at addresses below, by **[Month Day], 2024**.

CLERK OF THE COURT	SETTLEMENT CLASS COUNSEL	DEFENSE COUNSEL
<p>Office of the Clerk United States District Court for the Eastern District of California</p> <p>Robert T. Matsui United States Courthouse 501 I Street Room 4-200, 4th Floor Sacramento, 95814</p>	<p>Roland Tellis Baron & Budd, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436 Telephone: (818) 839-2333</p>	<p>Melinda L. Haag Randall S. Luskey PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP 535 Mission Street, 24th Floor San Francisco, CA 94105 Telephone: (628) 432-5112</p> <p>Richard A. Jacobsen ORRICK, HERRINGTON & SUTCLIFFE LLP 51 West 52nd Street New York, NY 10019-6142 Telephone: (212) 506-5000</p>

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.████████.████████.com or call toll-free at 1-888-**XXX-XXXX**

15. WHAT IS THE DIFFERENCE BETWEEN OBJECTING TO THE SETTLEMENT AND EXCLUDING MYSELF FROM THE SETTLEMENT?

Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefits under the Settlement or release any of the claims resolved by the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

Objecting is telling the Court that you do not like something about the Settlement, the requested fees, and/or costs. You may object only if you stay in the Settlement Class. You do not need to submit a claim to object, but if you make an objection, you must still submit a claim to receive compensation under the Settlement.

THE COURT'S FINAL APPROVAL HEARING

16. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing on **[Month Day], 2024** at **xx:xx x.m.** PT, in Courtroom 10 of the United States District Court for the Eastern District of California, Sacramento Division, Robert T. Matsui Courthouse, 501 I Street, Sacramento, CA 95814.

At the hearing, the Court will consider whether to give final approval to the Settlement and grant Settlement Class Counsel's request for attorneys' fees and costs, as well as reimbursement for Settlement Administration Costs. We do not know how long these decisions will take.

17. DO I HAVE TO COME TO THE HEARING?

No, you do not need to attend the Final Approval Hearing. Settlement Class Counsel will answer any questions the Court may have. If you wish to attend the hearing, you are welcome to come at your own expense. If you submit an objection to the Settlement, you do not have to come to Court to talk about it, but you have the option to do so if you provide advance notice of your intention to appear (*see* **Question 18** below). As long as you submitted a written objection with all of the required information on time with the Court, the Court will consider it. You may have your own lawyer attend at your expense, but it is not required.

18. MAY I SPEAK AT THE HEARING?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file with the Court, by **on or before [Month Day], 2024**, a notice of intent to appear at the Final Approval Hearing. Your request must include **[Insert Court's Requirements from Preliminary Approval Order]**.

If you do not provide a Notice of Intention to Appear in complete accordance with the deadline and specifications provided above, you may not be allowed to speak or otherwise present any views at the Final Approval Hearing.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www.█.com or call toll-free at 1-888-**XXX-XXXX**

GETTING MORE INFORMATION

19. HOW DO I GET MORE INFORMATION?

This Notice summarizes the proposed Settlement. For more information, including important documents related to the Settlement, visit www._____.com.

You may also contact the Settlement Administrator for more information by emailing info@_____.com, calling toll-free at 1-888-XXX-XXXX, or writing _____ Settlement, c/o JND Legal Administration, PO Box 91473, Seattle, WA 98111.

For definitions of any capitalized terms used in this Notice, please see the Settlement Agreement, available on the Important Documents page of the Settlement Website, www._____.com.

*YOUR LEGAL RIGHTS UNDER THE SETTLEMENT ARE AFFECTED EVEN IF YOU DO NOTHING.
PLEASE READ THIS NOTICE CAREFULLY.*

Questions? Visit www._____.com or call toll-free at 1-888-XXX-XXXX

EXHIBIT C
TO SETTLEMENT
AGREEMENT
(CLAIM FORM)

CLAIM FORM INSTRUCTIONS

Ocwen Class Action Settlement

INSTRUCTIONS FOR COMPLETING THIS CLAIM FORM

Before filling out this Claim Form, please carefully read the instructions below and the full Notice available at [REDACTED].com. **Although you may complete and return this Claim Form by mail, the fastest way to submit a claim is online at [REDACTED].com.**

If you have questions about this Claim Form, please visit [REDACTED].com for additional information. You may also contact the Settlement Administrator at 1-888-XXX-XXXX or email info@[REDACTED].com with your questions.

To complete your Claim Form, you must include the following:

- 1. Claim Information:** Please neatly print or type all information requested on the Claim Form. If you received a Postcard or Email Notice with a Unique ID, please include it in Section I (*Borrower Information*) of the Claim Form. **Please submit only one Claim Form per residential loan.**
- 2. Documentation:** If you received a Postcard or Email Notice with a Unique ID and provide that Unique ID on this Claim Form, you do not need to provide any documentation at this time. If you do not have a Unique ID, the Settlement Administrator may contact you to request documentation to verify your claim at a later date. You may need to provide supporting documentation to show your status as a borrower for a loan serviced by Ocwen during the relevant class period.
- 3. Claim Submission:** The fastest way to submit a claim is online at [REDACTED].com. Under the current schedule, your electronic claim must be **submitted by [Deadline]**. If you submit a paper Claim Form, it must be **postmarked or emailed no later than [Deadline]** and addressed to:

[REDACTED]
c/o JND Legal Administration
PO Box [REDACTED]
Seattle, WA 98111
info@[REDACTED].com

This schedule may change, so please visit [REDACTED].com regularly for updates.

Claim Verification: All claims are subject to verification. The Settlement Administrator will contact you if additional information or documentation is needed to verify your claim.

Assistance: If you have questions concerning this Claim Form or need additional copies, please contact the Settlement Administrator at [REDACTED], c/o JND Legal Administration, PO Box 91473, Seattle, WA 98111, via email at info@[REDACTED].com, or by calling 1-888-XXX-XXXX.

PLEASE KEEP A COPY OF YOUR CLAIM FORM FOR YOUR RECORDS.

Failure to submit the required documentation or to complete all parts of the Claim Form may result in denial of the claim, delay its processing, or otherwise adversely affect the claim.

Questions? Visit [www.\[REDACTED\].com](http://www.[REDACTED].com) or call toll-free 1-888-XXX-XXXX
To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

CLAIM FORM

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I. BORROWER INFORMATION

Please provide your name and contact information below. Communications concerning this claim will be directed to the contact information you provide below. You must notify the Settlement Administrator if your contact information changes after your claim is submitted.

Borrower First Name	MI	Last Name
Loan Number (Please only provide one loan number per Claim Form)		
Address (between November 5, 2010, and September 29, 2017)		
Address 2		
City	State	ZIP Code
Email	Phone Number	
Unique ID*		
Address (current)		
Address 2		
City	State	ZIP Code

**The Unique ID is listed in your Postcard or Email Notice. If you misplaced that Notice, please contact the Settlement Administrator. If you do not have a Unique ID, you may leave this field blank.*

Questions? Visit [www. \[redacted\].com](http://www. [redacted].com) or call toll-free 1-888-XXX-XXXX
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II. RESIDENTIAL LOAN INFORMATION

1. Check the box below if you are a resident of the United State of America who had a residential loan serviced by Ocwen and who paid Ocwen for one or more Broker Price Opinions (BPO) or Hybrid Valuations (Hybrid) between November 5, 2010, and September 29, 2017, and you request a refund of these payments.

Yes

2. Check the box below if you are a resident of the State of California who had a loan serviced by Ocwen and who had charges for one or more Broker Price Opinions (BPO) or Hybrid Valuations (Hybrid) assessed to your mortgage account by Ocwen between November 5, 2010, and September 29, 2017, and you request a reversal of these charges.

Yes

III. PAYMENT METHOD

Please select your preferred payment method for your claim. If you do not make an election and provide the required email address (for a Virtual Debit Card), or if you elect more than one option, your payment will be sent by check.

Virtual Debit Card Email: _____

Paper Check by Mail

IV. CERTIFICATION

I certify that all the information that I supplied in this Claim Form is true and correct to the best of my knowledge and belief. I understand that the information I submit in this Claim Form is subject to verification and the Settlement Administrator may reach out to me for further information or documentation to verify my Claim.

Signature of Borrower

Date

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Printed Name

Questions? Visit www.OCWEN.com or call toll-free 1-888-XXX-XXXX
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